

PLANS AND SPECIFICATIONS
FOR
LODGE POOL REPAIRS
AT
LAKE GUNTERSVILLE & JOE WHEELER STATE PARKS

PROJECT NO. 2023-019-1016

MARCH 2023

STATE OF ALABAMA
KAY IVEY - GOVERNOR

DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES

CHRISTOPHER M. BLANKENSHIP - COMMISSIONER

GREG LEIN- DIRECTOR – STATE PARKS DIVISION

DENNIS GROOMS – CONSTRUCTION MANAGER – STATE PARKS DIVISION

SET NO. _____

NOTICE TO CONTRACTORS

Sealed proposals will be received by the Commissioner c/o State Parks Division of the Department of Conservation and Natural Resources at our office at Folsom Administrative Building, 64 N. Union Street, Suite 538, Montgomery, AL 36104 until 4:00 P.M. Central Time, Wednesday, March 22, 2023. Bids will be opened and read aloud publicly in their conference room on Thursday, March 23, 2023, at 2:00 P.M. for:

**LAKE GUNTERSVILLE & JOE WHEELER STATE PARK POOL REPAIRS
LAKE GUNTERSVILLE & JOE WHEELER STATE PARKS
GUNTERSVILLE & ROGERSVILLE, ALABAMA
MARSHALL & LAUDERDALE COUNTIES
PROJECT NO. 2023-019-1016**

Scope of Work: The work shall generally consist of repairs to the filtration systems to the pools located at the lodge of Lake Guntersville and Joe Wheeler State Parks. This project will be phased between the two parks. Repairs must be complete at Lake Guntersville State Park pool by May 1st, 2023. Repairs to Joe Wheeler State Park pool will start in the fall, following the seasonal closure of the pool.

All work shall be done under applicable State Laws.

Bid Package: Contract Documents and Plans may only be obtained from the Parks Construction Manager, **Dennis Grooms by phone 334-353-7996 or email Dennis.Grooms@dcnr.alabama.gov**, or by visiting <https://www.alapark.com/construction-permits-easement-and-research-applications>. All questions should be directed to Parks Construction Manager Dennis Grooms.

Pre-bid Conference: A **mandatory** pre-bid conference will be held at the Joe Wheeler State Park (Lodge), 4403 McLean Drive, Rogersville, Alabama 35652, on Monday, March 6th, 2023 at 10:30 AM. Lake Guntersville State Park (Lodge) site visit will follow on Tuesday, March 7th, 2023 at 9:00 AM, 1155 Lodge Drive, Guntersville, Alabama 35976. All General Contractors expecting to submit a qualified bid are required to attend this conference.

Submission of Bids: Sealed bids must be submitted on proposal forms obtained from the Parks Construction Manager or the website listed above and must be accompanied by a certified check or bid bond in an amount not less than five percent (5%) of the contract bid price, but not to exceed Ten Thousand Dollars (\$10,000). Also included with proposal at bid opening shall be an executed copy of the Disclosure Statement required by Act 2001-955 (Article 3B of Title 41, Code of Alabama, 1975). The Contractor shall also include his mailing address, street address, telephone number, General Contractors License No. (if applicable), Federal ID No. and whom to contact. No bids shall be accepted after the time stated for receipt of bids.

Evaluation/Award: The award will be made to the responsible bidder quoting the lowest total cost to the Department. The Department reserves the right to compare specific items, at its discretion, to determine the lowest responsible bidder. It is anticipated that the award will be made within thirty (30) days of the bid opening.

Performance Bond: A performance bond in the amount of 100% and a Payment Bond in the amount of 100% of the contract price will be required of the successful bidder.

Laws / Ordinances: The Contractor shall observe and comply with all federal, state, and municipal laws, ordinances, rules, and regulations that would apply to this project.

Open Trade: By submitting a bid, proposal, or qualification, the submitter represents that he/ she and the business entity he/she represents is not currently engaged in the boycott of a person or entity based in or doing business with a jurisdiction with whom the State of Alabama can enjoy open trade, as defined in Act 2016-312.

Immigration/ E-verify: In compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, as a condition for the award of any contract by the state to a business entity or employer that employs one or more employees, the business entity or employer shall provide documentation establishing that the business entity or employer is enrolled in the E- Verify program. The successful bidder will be required to acknowledge that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

Non-Discrimination: The Department of Conservation and Natural Resources does not discriminate on the basis of race, color, religion, age, sex, pregnancy, national origin, genetic information, veteran status, or disability in its hiring or employment practices nor in admission to, access to, or operations of its programs, services, or activities.

General Information: For contracts more than \$50,000, Contractor must be licensed as a General Contractor. Title 34, Chapter 8, Code of Alabama, 1975. The Department reserves the right to reject any or all bids or to waive any informalities in the bidding. All responses received will be subject to the Alabama Open Records Act, Ala. Code § 36-12-40, (1975), as amended, and may be subject to public disclosure upon request. If Americans with Disabilities Act accommodations are needed to attend the bid opening or other required meetings or site visits, please contact Dennis Grooms by phone 334-353-7996 or email Dennis.Grooms@dcnr.alabama.gov. Requests should be made as soon as possible, but at least 72 hours prior to scheduled meetings or site visit.

Force Majeure: In the case of a Force Majeure Event as defined herein, DCNR reserves the right to immediately terminate the Agreement without prior notice to Concessionaire. Should this occur, neither Party shall be liable for or be considered in breach of this Agreement due to any failure to perform its obligations as a result of a cause beyond its control, including, without limitation: (i) acts of God; (ii) flood, fire or explosion; (iii) actions, embargoes, quarantines, or blockades in effect on or after the date of this Agreement; (iv) national, state, or regional emergency, whether ongoing or occurring on or after the date of this Agreement; (v) public health emergencies, outbreak, epidemic, or pandemic, whether ongoing or occurring on or after the date of this Agreement, including, without limitation, **COVID-19**; or (vi) any other event which is beyond the reasonable control of such party (each of the foregoing, a “Force Majeure Event”).

This publication is available in alternative formats upon request.

STATE OF ALABAMA
DEPARTMENT OF CONSERVATION
AND NATURAL RESOURCES

CHRISTOPHER M. BLANKENSHIP
COMMISSIONER

INSTRUCTIONS TO BIDDERS

1. Proposals entitled for consideration must be made in accordance with the following instructions.
2. The following Bonding Companies and/or Surety Companies shall not be allowed to participate in Department of Conservation projects. They are; **The New York Marine and General Insurance Company, Inc.** (New York) and/or **AllStar Financial Group** (Atlanta). Bids, and Bonding, submitted in conjunction with these companies shall be rejected.
3. Proposals shall be made on the form provided herein (ASPD Form 5E) and all blank spaces in the form shall be fully filled; numbers shall be stated both in writing and in figures; the signature shall be in long hand; and the completed form shall be without interlineations, alteration, or erasure. Proposals must include itemized costs for each structure. List of structures are included in this package.
4. Proposals shall be addressed to the Commissioner of Conservation and Natural Resources enclosed in an opaque envelope addressed to him, marked "Proposal" and bearing the title of the work and project number, the name of the bidder and the date of opening.
5. Should a bidder find discrepancies, in, or omissions from documents, or should he be in doubt as to their meaning, he should at once notify the Construction Manager who will send a written instruction to all bidders. Neither the Construction Manager nor his representative will be responsible for any oral instructions.
5. Before submitting a proposal, bidders should carefully examine the "project package", visit the site of the work, fully inform themselves as to all existing conditions and limitations and shall include in the proposal a sum to cover the cost of all items included in the contract.
6. The competency and responsibility of bidders and of their proposed subcontractors will be considered in making the award. The Commissioner does not obligate himself to lowest of any bid; he reserves the right to reject any or all bids.
7. Any bulletins or addenda issued during the time of bidding are to be covered in

the proposal and in closing a contract they will become a part of.

8. The bidder may be called upon to submit a list of the subcontractors he proposes to use; and, if awarded the contract, he shall use only subcontractors approved by the Construction Manager.

9. The intent of these specifications is to effect a completed job. Whatever is called for or reasonable inferable from either is as binding as if specifically stated and/or shown in both.

Lake Guntersville & Joe Wheeler Lodge Pool Repairs Structure List

| Structures | | Price per structure |
|--|--|---------------------|
| Lake Guntersville SP Lodge Pool | | |
| Joe Wheeler SP Lodge Pool | | |
| | | |
| Alternate #1 – LGSP Pool Cover & Tie Downs | | |
| | | |
| | | |
| | | |
| | | |
| TOTALS | | |

Re: **Lodge Pool Repairs**
Lake Guntersville State Parks
1155 Lodge Drive
Guntersville, Alabama 35976
Project Number: 2023-019-1016

Joe Wheeler State Parks
4403 McLean Drive
Rogersville, Alabama 35652
Project Number: 2023-019-1016

A G R E E M E N T

The following constitutes an agreement between **Contractor** and the **State of Alabama, Department of Conservation and Natural Resources, State Parks Division** of Montgomery, Alabama (“Owner”).

The scope of work includes, but is not limited to, pool repairs at two Alabama State Parks. Phase One (1) will consist of repairs to the filtration system and deck repairs at Lake Guntersville State Park Lodge Pool. Phase Two (2) will consist of repairs to the filtration system and deck repairs at Joe Wheeler State Park Lodge Pool. Details listed below.

The Contractor and Owner agree to the following conditions and stipulations relating to the prosecution of the above referenced pool repairs.

1. Attached to this Agreement are requirements of the Contractor and by the Owner and are entitled “Conditions of the Agreement”. These particular requirements are to be made part of this Agreement.
2. Pool located at Guntersville state park lodge, 1155 Lodge Dr. Guntersville, Al 35976 (Phase 1).
3. Wall return skimmers and 12 deck jets are not working will need to cut approximately 120’ x 24” concrete decking to access plumbing. Install approx. 150+ feet of piping to equipment room under pool core drill down to access equipment room make all necessary connections and equipment replacement. Replace all concrete that was removed. Renovate pool deck area approximately 2500sq ‘with cool deck coating.
4. Contractor to furnish all labor, materials, and equipment needed.
5. Contractor will remove all construction debris and clean area.
6. **Allowance #1.** The Contractor shall include in the itemized Agreement price noted below a cash allowance (Contingency Allowance) of ten percent for LGSP Pool Bid. This allowance shall be used for any unforeseen issues determined to be unacceptable for further service by the Owner. See Article 14 of the attached “Conditions of the Agreement”. Should a monetary adjustment of this allowance be determined to be necessary during the course of construction, it shall be accomplished by Change Order at completion of the project.
7. Pool located at Joe Wheeler State Park Lodge, 4403 McLean Dr., Rogersville, Al 35652 (Phase 2).

8. Contact American Leak Detection, for info about locating leak on bottom suction line.
9. Shoot grades on front of perimeter gutter to make sure pool has not settled.
10. Locate underground wall that is under concrete deck, so deck removal will allow remainder of pool deck to rest on this wall.
11. Install new deck anchors for pool safety cover.
12. Cut concrete around entire perimeter of pool,(247 +/- L. F.) into 1' x 2' sections
13. Remove area of concrete around pool so not to damage pool gutter system.
14. Repair places in perimeter overflow trough to make gutter system works properly.
15. Remove dirt from area where concrete is removed to locate plumbing and light conduits. Bracing pipes and conduits as needed
16. Locate where leak is in main drain line and repair, 4" PVC line.
17. Pressurize main drain line that is repaired for 72 hours.
18. Locate conduit from existing light fixtures. Included in #8
19. Remove existing (4) light niches and cover holes and waterproof to existing walls.
20. Add new LED lights and connect to conduit to new light stand to ensure complete coverage per industry specifications.
21. Repairs needed in the filter room where leaks on plumbing and filters exist.
22. Fill pool with water and run system before making repairs to deck.
23. Add supports needed for stone that will replace where deck was removed next to perimeter overflow gutter.
24. Add stone to area where concrete was removed.
25. Equipment as needed
26. Dumpsters as needed
27. Auto fill repair
28. Verify location of leak and reference information provided by ALD.
29. Dig gravel out between pool wall and the concrete support wall 2' behind pool.

30. **Allowance #2.** The Contractor shall include in the itemized Agreement price noted below a cash allowance (Contingency Allowance) of twenty percent for JWSP Pool Bid. This allowance shall be used for any unforeseen issues determined to be unacceptable for further service by the Owner. See Article 14 of the attached "Conditions of the Agreement". Should a monetary adjustment of this allowance be determined to be necessary during the course of construction, it shall be accomplished by Change Order at completion of the project.

31. Contractor shall take particular care in the removal of existing and installation of new filtration and deck systems. Any building component, whether interior

or exterior, damaged during the removal and disposal of existing filtration and deck components, and installation of new filtration and deck components shall be the responsibility of the Contractor. Damage shall be repaired, removed and/or replaced by the Contractor with construction and materials as required to return such damage to its original condition.

32. Construction time is a part of this Agreement, it is understood that time is of the essence. **Time allotted for Phase 1 project completion is May 1st, 2023. Time allotted for Phase 2 project completion is December 31st, 2023.** The Contractor agrees that work on individual structures noted herein shall be prosecuted in a phased manner, in that demolition and repair work on each individual structure shall not be allowed to be interrupted or delayed unless by weather or Owner's direction. Phase 2 work will begin in the Fall of 2023, after the pool is closed for the season, but no later than September 15th, 2023.

CONDITIONS of the AGREEMENT

ARTICLE 1 SUBMITTALS

- A. The Contractor shall submit product data, samples and other information to the Owner for the purpose of demonstrating the way by which the Contractor proposes to conform to the requirements of the work.
- B. The Contractor shall prepare and deliver its submittals to the Owner sufficiently in advance of construction requirements and in a sequence as to cause no delay in the Work. In coordinating the Submittal process with its construction schedule, the Contractor shall allow sufficient time to permit adequate review by the Owner.
- C. The Contractor shall not fabricate or perform any portion of the Work for which require Submittals until the respective Submittals have been approved by the Owner.

ARTICLE 2 EQUIPMENT, MATERIALS, and SUBSTITUTIONS

- A. Every part of the Work shall be executed in a workmanlike manner in accordance with the Agreement and approved Submittals. All materials used in the Work shall be furnished in sufficient quantities to facilitate the proper and expeditious execution of the Work and shall be new except such materials as may be expressly provided or allowed to be otherwise.

ARTICLE 3 SAFETY and PROTECTION of PERSONS and PROPERTY

- A. The Contractor shall be solely and completely responsible for conditions at the Project site, including safety of all persons (including employees) and property. The Contractor shall create, maintain, and supervise conditions and programs to facilitate and promote safe execution of the Work, and shall supervise the Work with the attention and skill required to assure its safe performance. Safety provisions shall conform to OSHA requirements and all other federal, state, county, and local laws,

ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed.

- B.** The Contractor shall employ Construction Methods, safety precautions, and protective measures that will reasonably prevent damage, injury or loss to:
 - (1) workers and other persons on the Project site and in adjacent and other areas that may be affected by the Contractor's operations;
 - (2) the Work and materials and equipment to be incorporated into the Work and stored by the Contractor on or off the Project site; and
 - (3) other property on, or adjacent to, the Project site, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and other improvements.
- C.** The Contractor shall erect and maintain barriers, danger signs, and any other reasonable safeguards and warnings against hazards as may be required for safety and protection during performance of the Agreement and shall notify owners and users of adjacent sites and utilities of conditions that may exist or arise which may jeopardize their safety.

ARTICLE 4
CORRECTION of DEFECTIVE WORK

- A.** The Contractor shall, at the Contractor's expense, promptly correct Defective Work rejected by the Owner or which otherwise becomes known to the Contractor, removing the rejected or nonconforming materials and construction from the project site.
- B.** Correction of Defective Work shall be performed in such a timely manner as will avoid delay of completion, use, or occupancy of the Work.
- C.** The Contractor shall bear all expenses related to the correction of Defective Work.

ARTICLE 5
CHANGES in the WORK

A. GENERAL

- (1) The Owner may at any time direct the Contractor to make changes in the Work which are within the general scope of the Agreement, including changes to add, delete, or otherwise revise portions of the Work. The Owner may direct "minor" changes in the Work by written order to the Contractor. "Minor" changes in the Work are defined as those which are in the interest of the Owner, do not materially alter the quality or performance of the finished Work, and do not affect the cost or time of performance of the Work. Changes in the Work which are not "minor" may be authorized only by the Owner.
- (2) If the Owner directs a change in the Work, the change shall be incorporated into the Agreement by a Change Order prepared by the Owner and signed by the Contractor and Owner, stating their agreement upon the change or changes in the Work and the adjustments, if any, in the Agreement Sum.
- (3) In the event of a claim or dispute as to the appropriate adjustment to the Agreement Sum due to a directive to make changes in the Work, the Work shall proceed as provided in this article subject to subsequent agreement of the parties or final resolution of the dispute.

B. DETERMINATION of ADJUSTMENT of the AGREEMENT SUM

The adjustment of the Agreement Sum resulting from a change in the Work shall be determined by the following method:

(1) **Lump Sum.** By mutual agreement to a lump sum based on or negotiated from an itemized cost proposal from the Contractor. Additions to the Agreement Sum shall include the Contractor's direct costs plus a maximum 15% markup for overhead and profit. Where subcontract work is involved the total mark-up for the Contractor and a Subcontractor shall not exceed 25%. No allowance for overhead and profit shall be figured on a change which involves a net credit to the Owner. For the purposes of this method of determining an adjustment of the Agreement Sum, "overhead" shall cover the Contractor's indirect costs of the change, superintendent and other job office personnel, job office, job office supplies and expenses, temporary facilities and utilities, and home office expenses.

(2) **Force Account.** By directing the Contractor to proceed with the change in the Work on a "force account" basis under which the Contractor shall be reimbursed for reasonable expenditures incurred by the Contractor and its Subcontractors in performing added Work and the Owner shall receive reasonable credit for any deleted Work. The Contractor shall keep and present, in such form as the Owner may prescribe, an itemized accounting of the cost of the change together with sufficient supporting data. Unless otherwise stated in the directive, the adjustment of the Agreement Sum shall be limited to the following:

- (a) costs of labor and supervision, including employee benefits, social security, retirement, unemployment and workers' compensation insurance required by law, agreement, or under Contractor's or Subcontractor's standard personnel policy;
- (b) cost of materials, supplies and equipment, including cost of delivery, whether incorporated or consumed;
- (c) rental cost of machinery and equipment, not to exceed prevailing local rates if contractor-owned;
- (d) reasonable credits to the Owner for the value of deleted Work, without Contractor mark-ups; and
- (e) for additions to the Agreement Sum, mark-up of the Contractor's direct costs for overhead and profit not exceeding 15% on Contractor's work nor exceeding 25% for Contractor and Subcontractor on a Subcontractor's work. No allowance for overhead and profit shall be figured on a change which involves a net credit to the Owner. For the purposes of this method of determining an adjustment of the Contract Sum, "overhead" shall cover the Contractor's indirect costs of the change, such as the cost of insurance other than mentioned above, superintendent and other job office personnel, use and rental of small tools, job office, job office supplies and expenses, temporary facilities and utilities, and home office expenses.

D. CHANGE ORDER PROCEDURES

(1) If the Owner proposes to make a change in the Work, the Owner will request that the Contractor provide a cost proposal for making the change to the Work. The request shall be in writing and shall adequately describe the proposed change using drawings, narrative, or a combination thereof. Within 14 days after receiving such a request, or such other time as may be stated in the request, the Contractor shall prepare and submit to the Owner a written proposal, properly itemized and supported by sufficient substantiating data to facilitate evaluation. The stated time within which the Contractor must submit a proposal may be extended if, within that time, the Contractor makes a written request with reasonable justification thereof.

(2) The Contractor may voluntarily offer a change proposal which, in the Contractor's opinion, will reduce the cost of construction, maintenance, or operation or will improve the cost-effective performance of an element of the Project, in which case the Owner will accept, reject, or respond otherwise within 14 days after receipt of the proposal, or such other reasonable time as the Contractor may state in the proposal.

(3) If the Contractor's proposal is acceptable to the Owner, or is negotiated to the mutual agreement of the Contractor and Owner, the Owner will prepare an appropriate Change Order for execution.

(4) If the Contractor and Owner cannot agree on the amount of the adjustment in the Agreement Sum for a change, the Owner may order the Contractor to proceed with the change on a Force Account basis, but the net cost to the Owner shall not exceed the amount quoted in the Contractor's proposal. Such order shall state that funds are available to pay for the change.

(5) If the Contractor does not promptly respond to a request for a proposal, or the Owner determines that the change is essential to the final product of the Work and that the change must be effected immediately to avoid delay of the Project, the Owner may:

- (a) determine with the Contractor a sufficient maximum amount to be authorized for the change and
- (b) direct the Contractor to proceed with the change on a Force Account basis pending delivery of the Contractor's proposal, stating the maximum increase in the Contract Sum that is authorized for the change.

ARTICLE 6

PROGRESS PAYMENTS

A. FREQUENCY of PROGRESS PAYMENTS

Unless otherwise provided in the Agreement, the Owner will make payments to the Contractor as the Work progresses based on monthly estimates prepared and certified by the Contractor, and approved by the Owner and other authorities whose approval is required. Procore project management software will be employed for the submission, review and approval of payment applications. Contractor will be given access to Procore by the Owner.

C. APPLICATIONS for PAYMENTS

(1) Each monthly Application for Payment shall show the Contractor's estimate of the value of Work performed in each line item as of the end of the billing period. The Contractor's cost of materials and equipment not yet incorporated into the Work, but delivered and suitably stored on the site, may be considered in monthly Applications for Payment.

D. MATERIALS STORED OFF SITE

Unless otherwise provided in the Contract Documents, the Contractor's cost of materials and equipment to be incorporated into the Work, which are stored off the site, may also be considered in monthly Applications for Payment under the following conditions:

- (1) the materials or equipment are properly and safely stored in a bonded warehouse, or a facility otherwise approved in advance by the Owner; and
- (2) compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest.

E. RETAINAGE

(1) "Retainage" is defined as the money earned and, therefore, belonging to the Contractor which has been retained by the Owner conditioned on final completion and acceptance of all Work required by the Contract Documents. Retainage shall not be relied upon by Contractor to cover or off-set unearned monies attributable to uncompleted or uncorrected Work.

(2) In making progress payments the Owner shall retain five percent of the estimated value of Work performed and the value of the materials stored for the Work; but after retainage has been held upon fifty percent of the Agreement, no additional retainage will be withheld.

G. PAYMENT ESTABLISHES OWNERSHIP

All material and Work covered by progress payments shall become the sole property of the Owner, but the Contractor shall not be relieved from the sole responsibility for the care and protection of material and Work upon which payments have been made and for the restoration of any damaged material and Work.

ARTICLE 7
CERTIFICATION and APPROVALS for PAYMENT

- A. The Architect/Owner's review, approval, and certification of Applications for Payment shall be based on the Architect/Owner's general knowledge of the Work obtained through site visits and the information provided by the Contractor with the Application. The Architect/Owner shall not be required to perform exhaustive examinations, evaluations, or estimates of the cost of completed or uncompleted Work or stored materials to verify the accuracy of amounts requested by the Contractor, but the Architect/Owner shall have the authority to adjust the Contractor's estimate when, in the Architect/Owner's reasonable opinion, such estimates are overstated or understated.
- B. The Architect/Owner shall not be required to determine that the Contractor has promptly or fully paid Subcontractors and suppliers or how or for what purpose the Contractor has used monies paid under the Construction Contract. However, the Architect/Owner may, upon request and if practical, inform any Subcontractor or supplier of the amount, or percentage of completion, approved or paid to the Contractor on account of the materials supplied or the Work performed by the Subcontractor.

ARTICLE 8
PAYMENTS WITHHELD

- A. The Architect/Construction Manager may nullify or revise a previously issued Certificate for Payment prior to Owner's payment thereunder to the extent as may be necessary in the Architect/Construction Manager's opinion to protect the Owner from loss on account of any of the following causes not discovered or fully accounted for at the time of the certification or approval of the Application for Payment:
 - (1) Defective Work;
 - (2) the Contractor's persistent failure to conform to the requirements of the Agreement.
- B. The amount withheld will be paid with the next Application for Payment certified and approved after the condition for which the Owner has withheld payment is removed or otherwise resolved to the Owner's satisfaction.

ARTICLE 9
SUBSTANTIAL COMPLETION

- A. Substantial Completion is the stage in the progress of the Work when the Work or designated portion of the Work is sufficiently complete in accordance with the Agreement so that the Owner can occupy or utilize the Work for its intended use without disruption or interference by the Contractor in completing or correcting any remaining unfinished Work. Substantial Completion of the Work, or a designated portion of the Work, is not achieved until so agreed in a Certificate of Substantial Completion signed by the Contractor, Architect/Construction Manager and Owner.
- B. The Contractor shall notify the Architect when it considers the Work, or a portion of the Work which the Owner has agreed to accept separately, to be substantially complete and ready for a Final Inspection. The Contractor shall identify any items remaining to be completed or corrected for Final Acceptance prior to final payment.
- C. Substantial Completion is achieved and a Final Inspection is appropriate only when a minimal number of punch list items exists and only a short period of time will be required to correct or complete them.
- D. **CERTIFICATE of SUBSTANTIAL COMPLETION**

- (1) When the Work or a designated portion of the Work is substantially complete, the Architect/Owner will prepare and sign a Certificate of Substantial Completion to be signed in order by the Contractor and Owner.
- (2) When signed by all parties, the Certificate of Substantial Completion shall establish the Date of Substantial Completion which is the date upon which:
 - (a) the Work, or designated portion of the Work, is accepted by the Architect and Owner as being ready for occupancy,
 - (b) the Contractor's special warranties for the Work covered by the Certificate commence, unless stated otherwise in the Certificate, and
 - (c) Owner becomes responsible for building security, maintenance, utility services, and insurance, unless stated otherwise in the Certificate.
- (3) The Certificate of Substantial Completion shall set the time within which the Contractor shall finish all items on the "punch list" accompanying the Certificate. The completion of punch list items shall be a condition precedent to Final Payment.
- (4) The Work or designated portion covered by a Certificate of Substantial Completion includes roofing work. The General Contractor's (5-year) Roofing Guarantee, ASPD Form 6-L, must be executed by the Contractor and attached to the Certificate of Substantial Completion. If the Agreement specifies any other roofing warranties to be provided by the roofing manufacturer, or Contractor, they must also be attached to the Certificate of Substantial Completion.

ARTICLE 10
FINAL PAYMENT

A. PREREQUISITES to FINAL PAYMENT

The following conditions are prerequisites to Final Payment becoming due the Contractor:

- (1) Full execution of a Certificate of Substantial Completion for the Work, or each designated portion of the Work.
- (2) Final Acceptance of the Work.
- (3) The Contractor's completion, to the satisfaction of the Architect and Owner, of all documentary requirements.
- (4) Delivery to the Owner of a final Application for Payment, prepared by the Contractor and approved and certified by the Architect.

B. FINAL ACCEPTANCE of the WORK

"Final Acceptance of the Work" shall be achieved when all "punch list" items recorded with the Certificate(s) of Substantial Completion are accounted for by their completion or correction by the Contractor and acceptance by the Architect and Owner.

ARTICLE 11
CONTRACTOR'S WARRANTY

A. ONE-YEAR WARRANTY

- (1) If, within one year after the date of Substantial Completion of the Work or each designated portion of the Work (or otherwise as agreed upon in a mutually-executed Certificate of Substantial Completion), any of the Work is found to be Defective Work, the Contractor shall promptly upon receipt of written notice from the Owner or Architect, and without expense to either, replace or correct the Defective Work to conform to the requirements of the Contract Documents, and repair all damage to the site, the building and its contents which is the result of Defective Work or its replacement or correction.

B. GENERAL CONTRACTOR'S ROOFING GUARANTEE

- (1) In addition to any other roof related warranties or guarantees that may be specified in the Agreement, the roof and associated work shall be guaranteed by the General Contractor against leaks and defects of materials and workmanship for a period of five (5) years, starting on the Date of Substantial Completion of the Project as stated in the Certificate of Substantial Completion. This guarantee for punch list items shall begin on the Date of Substantial Completion if they are completed or corrected within the time period allowed in the Certificate of Substantial Completion in which they are recorded. The guarantee for punch list items that are not completed or corrected within the time period allowed in the Certificate of Substantial Completion shall begin on the date of Final Acceptance of the Work.
- (2) The "General Contractor's Roofing Guarantee" (ASPD Form 6-L), shall be executed in triplicate, signed by the appropriate party and submitted to the Architect/Construction Manager for submission with the Certificate of Substantial Completion to the Owner.
- (3) This guarantee does not include costs which might be incurred by the General Contractor in making visits to the site requested by the Owner regarding roof problems that are due to lack of proper maintenance (keeping roof drains and/or gutters clear of debris that cause a stoppage of drainage which results in water ponding, overflowing of flashing, etc.), or damages caused by vandalism or misuse of roof areas. Should the contractor be required to return to the job to correct problems of this nature that are determined not to be related to faulty workmanship and materials in the installation of the roof, payment for actions taken by the Contractor in response to such request will be the responsibility of the Owner.

C. MANUFACTURER WARRANTY

- (1) The Contractor shall deliver to the Owner through the Architect all manufacturers material warranties required by the Agreement from the Contractor and suppliers. Manufacturers warranties shall be issued by the manufacturer and each warranty shall bear the Owner's name, project information, location, material used and warranted, duration of warranty (beginning and ending) and signature of the manufacturers representative.
- (2) The Contractor and the Contractor's Surety shall be liable to the Owner for such special warranties during the Contractor's one-year warranty; thereafter, the Contractor's obligations relative to such special warranties shall be to provide reasonable assistance to the Owner in their enforcement.

ARTICLE 12
INDEMNIFICATION AGREEMENT

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Owner, Architect, Department of Conservation and Natural Resources, and their agents, employees, and consultants (hereinafter collectively referred to as the "Indemnitees") from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of, related to, or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and is caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether such claim, damage, loss or expense is caused in part, or is alleged but not legally established to have been caused in whole or in part by the negligence or other fault of a party indemnified hereunder.

- A. This indemnification shall extend to all claims, damages, losses and expenses for injury or damage to adjacent or neighboring property, or persons injured thereon, that arise out of, relate to, or result from performance of the Work.

- B. This indemnification does not apply to the extent of the sole negligence of the Indemnitees.

ARTICLE 13
CONTRACTOR'S INSURANCE

A. **GENERAL**

(1) **RESPONSIBILITY.** The Contractor shall be responsible to the Owner from the time of the signing of the Agreement or from the beginning of the first work, whichever shall be earlier, for all injury or damage of any kind resulting from any negligent act or omission or breach, failure or other default regarding the work by the Contractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of who may be the owner of the property.

(2) **INSURANCE PROVIDERS.** Each of the insurance coverages required below shall be issued by an insurer licensed by the Insurance Commissioner to transact the business of insurance in the State of Alabama for the applicable line of insurance, and such insurer (or, for qualified self-insureds or group self-insureds, a specific excess insurer providing statutory limits) must have a Best Policyholders Rating of "A-" or better and a financial size rating of Class V or larger.

(3) **NOTIFICATION ENDORSEMENT.** Each policy shall be endorsed to provide that the insurance company agrees that the policy shall not be canceled, changed, allowed to lapse or allowed to expire for any reason until thirty days after the Owner has received written notice by certified mail as evidenced by return receipt or until such time as other insurance coverage providing protection equal to protection called for in the Agreement shall have been received, accepted and acknowledged by the Owner. Such notice shall be valid only as to the Project as shall have been designated by Project Name and Number in said notice.

(4) **INSURANCE CERTIFICATES.** The Contractor shall procure the insurance coverages identified below at the Contractor's own expense, and to evidence that such insurance coverages are in effect, the Contractor shall furnish the Owner an insurance certificate(s) acceptable to the Owner and listing the Owner as the certificate holder. The insurance certificate(s) must be delivered to the Owner for final approval and prior to commencement of Work. The insurance certificate must provide the following:

- (a) Name and address of authorized agent of the insurance company
- (b) Name and address of insured
- (c) Name of insurance company or companies
- (d) Description of policies
- (e) Policy Number(s)
- (f) Policy Period(s)
- (g) Limits of liability
- (h) Name and address of Owner as certificate holder
- (i) Project Name and Number, if any
- (j) Signature of authorized agent of the insurance company
- (k) Telephone number of authorized agent of the insurance company
- (l) Mandatory thirty day notice of cancellation / non-renewal / change

(5) **MAXIMUM DEDUCTIBLE.** Self-insured retention, except for qualified self-insurers or group self-insurers, in any policy shall not exceed \$25,000.00.

B. **INSURANCE COVERAGES**

Unless otherwise provided in the Contract Documents, the Contractor shall purchase the types of insurance coverages with liability limits not less than as follows:

- (1) **WORKERS' COMPENSATION and EMPLOYER'S LIABILITY INSURANCE**

(a) Workers' Compensation coverage shall be provided in accordance with the statutory coverage required in Alabama. A group insurer must submit a certificate of authority from the Alabama Department of Industrial Relations approving the group insurance plan. A self-insurer must submit a certificate from the Alabama Department of Industrial Relations stating the Contractor qualifies to pay its own workers' compensation claims.

- (b) Employer's Liability Insurance limits shall be at least:
- .1 Bodily Injury by Accident - \$1,000,000 each accident
 - .2 Bodily Injury by Disease - \$1,000,000 each employee

(2) COMMERCIAL GENERAL LIABILITY INSURANCE

(a) Commercial General Liability Insurance, written on an ISO Occurrence Form or equivalent, shall include, but need not be limited to, coverage for bodily injury and property damage arising from premises and operations liability, products and completed operations liability, collapse of structures, underground damage, personal injury liability and contractual liability. The Commercial General Liability Insurance shall provide at minimum the following limits:

| <u>Coverage</u> | <u>Limit</u> |
|---|--------------------------------|
| .1 General Aggregate | \$ 2,000,000.00 per Project |
| .2 Products, Completed Operations Aggregate | \$ 2,000,000.00 per Project |
| .3 Personal and Advertising Injury Occurrence | \$ 1,000,000.00 per Occurrence |
| .4 Each Occurrence | \$ 1,000,000.00 |

- (b) Additional Requirements for Commercial General Liability Insurance:
- .1 The policy shall name the Owner, and their agents, consultants and employees as additional insureds, state that this coverage shall be primary insurance for the additional insureds; and contain no exclusions of the additional insureds relative to job accidents.
 - .2 The policy must include separate per project aggregate limits.

(3) COMMERCIAL BUSINESS AUTOMOBILE LIABILITY INSURANCE

(a) Commercial Business Automobile Liability Insurance which shall include coverage for bodily injury and property damage arising from the operation of any owned, non-owned or hired automobile. The Commercial Business Automobile Liability Insurance Policy shall provide not less than \$1,000,000 Combined Single Limits for each occurrence.

(b) The policy shall name the Owner, Architect, Department of Conservation and Natural Resources, and their agents, consultants, and employees as additional insureds.

(4) COMMERCIAL UMBRELLA LIABILITY INSURANCE

(a) Commercial Umbrella Liability Insurance to provide excess coverage above the Commercial General Liability, Commercial Business Automobile Liability and the Workers' Compensation and Employer's Liability to satisfy the minimum limits set forth herein.

(b) Minimum Combined Primary Commercial General Liability and Commercial/Excess Umbrella Limits of:

- .1 \$ 5,000,000 per Occurrence
- .2 \$ 5,000,000 Aggregate

- (c) Additional Requirements for Commercial Umbrella Liability Insurance:
- .1 The policy shall name the Owner, Architect, Department of Conservation and Natural Resources, and their agents, consultants, and employees as additional insureds.
 - .2 The policy must be on an "occurrence" basis.

ARTICLE 14
CASH ALLOWANCES

A. All allowances stated in the Agreement shall be included in the Agreement Sum. Items covered by

allowances shall be supplied by the Contractor as directed by the Architect or Owner and the Contractor shall afford the Owner the economy of obtaining competitive pricing from responsible bidders for allowance items unless other purchasing procedures are specified in the Agreement.

- B.** Unless otherwise provided in the Agreement:
- (1) allowances shall cover the cost to the Contractor of materials and equipment delivered to the Project site and all applicable taxes, less applicable trade discounts;
 - (2) the Contractor's costs for unloading, storing, protecting, and handling at the site, labor, installation, overhead, profit and other expenses related to materials or equipment covered by an allowance shall be included in the Contract Sum but not in the allowances;
 - (3) if required, the Agreement Sum shall be adjusted by Change Order to reflect the actual costs of an allowance.
- C.** Any selections of materials or equipment required of the Architect or Owner under an allowance shall be made in sufficient time to avoid delay of the Work.

ARTICLE 15
PERMITS, LAWS, and REGULATIONS

B. TAXES

Unless stated otherwise in the Contract Documents, materials incorporated into the Work are exempt from sales and use tax pursuant to Section 40-9-33, Code of Alabama, 1975 as amended. The Contractor and its subcontractors shall be responsible for complying with rules and regulations of the Sales, Use, & Business Tax Division of the Alabama Department of Revenue regarding certificates and other qualifications necessary to claim such exemption when making qualifying purchases from vendors. The Contractor shall pay all applicable taxes that are not covered by the exemption of Section 40-9-33 and which are imposed as of the date of receipt of bids, including those imposed as of the date of receipt of bids but scheduled to go into effect after that date.

ARTICLE 16
USE of the SITE

- A.** The Contractor shall confine its operations at the Project site to areas permitted by the Owner and shall not unreasonably encumber the site with materials, equipment, employees' vehicles, or debris.

ARTICLE 17
CUTTING and PATCHING

- A.** The Contractor shall be responsible for all cutting, fitting, or patching that may be required to execute the Work or to make its parts fit together properly.
- B.** Any cutting, patching, or excavation by the Contractor shall be supervised and performed in a manner that will not endanger persons nor damage or endanger the Work or any fully or partially completed construction of the Owner or separate contractors.

ARTICLE 18
IN-PROGRESS and FINAL CLEANUP

A. IN-PROGRESS CLEAN-UP

(1) The Contractor shall at all times during the progress of the Work keep the premises and surrounding area free from rubbish, scrap materials and debris resulting from the Work. Trash and combustible materials shall not be allowed to accumulate on the premises. Burning of trash and debris on site is not permitted.

B. FINAL CLEAN-UP

1. Before Substantial Completion or Final Acceptance is achieved, the Contractor shall have removed from the Owner's property all construction equipment, tools, and machinery; rubbish, debris, and waste materials; and all surplus materials, leaving the site clean and true to line and grade, and the Work in a safe and clean condition, ready for use and operation.

C. OWNER'S RIGHT to CLEAN-UP

If the Contractor fails to comply with these clean-up requirements and then fails to comply with a written directive by the Architect/Owner to clean-up the premises within a specified time, the Architect or Owner may implement appropriate clean-up measures and the cost thereof shall be deducted from any amounts due or to become due the Contractor.

END of CONDITIONS of the AGREEMENT